

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MISSOURI

IN RE:)	
)	
CAROL LINDA DILLE)	Case No. 18-42994-drd7
)	
)	
Debtor.)	
)	
VICTOR WEBER, TRUSTEE,)	
)	Adv. Proc. No.
Plaintiff,)	
)	
v.)	
)	
GENTRY ROOFING, LLC)	
)	
and)	
)	
THE GREEN PEOPLE, LTD.)	
)	
and)	
)	
DILLE FAMILY REVOCABLE TRUST)	
DATED October 30, 2008)	
)	
and)	
)	
GERALD SANDERS)	
)	
and)	
)	
ALLIANCE OF DIVINE LOVE -)	
CHAPEL 1202)	
)	
and)	
)	
SASHA INVESTMENTS, LLC)	
)	
And)	
)	
CHRIS DILLE)	
)	
Defendants.)	

**COMPLAINT TO AVOID AND RECOVER FRAUDULENT TRANSFERS,
PREFERENTIAL TRANSFERS, AND FOR DECLARATORY JUDGMENTS AND TO
DETERMINE THE EXTENT VALIDITY AND PRIORITY OF LIENS AND
INTERESTS IN THE PROPERTY OF THE ESTATE**

COMES NOW Victor Weber, Trustee, and for his Complaint states and alleges as follows:

PARTIES

1. Plaintiff, Victor Weber is the duly appointed, qualified and acting Chapter 7 trustee in the above captioned chapter 7 bankruptcy case.
2. Defendant Gentry Roofing, LLC is a Missouri limited liability company, which may be served with process through its registered agent, Karen S. Rosenberg, 4550 Belleview, Kansas City, Missouri 64111.
3. Defendant, The Green People, Ltd. was a Missouri corporation which was formed on August 8, 2013 and administratively dissolved on April 4, 2014 for failure to file an annual registration report. The Green People, Ltd. may be served via its registered agent, Carol L. Dille at 4937 Westwood Road, Kansas City, Missouri 64112.
4. Defendant, the Dille Family Revocable Trust Dated October 30, 2008 (“The Dille Family Revocable Trust”) was a Missouri trust which terminated on or before March 30, 2014. It can be served through process on its final trustee, Loren Rea at 1001 Westport Road, Kansas City, Missouri 64111, and its beneficiaries Carol L. Dille at 4937 Westwood Road, Kansas City, Missouri 64112 and Chris Dille at 4605 Liberty, Kansas City, Missouri.
5. Gerald Sanders is an individual who resides in the United States territory of Guam.
6. Alliance of Divine Love Chapel 1202 was a Missouri corporation which was formed on February 29, 2012 and which was administratively dissolved on December 18, 2013.

Alliance of Divine Love Chapel 1202 may be served via its registered agent, Carol L. Dille at 4937 Westwood Road, Kansas City, Missouri 64112.

7. Sasha Investments, LLC is a Missouri limited liability company. Sasha Investments, LLC can be served with process through its registered agent LaCreta Wheeler, 15955 NW 134th Circle, Platte City, Missouri 64079.
8. Chris Dille is an individual who resides and can be served at 4605 Liberty Ave. Kansas City, Mo. 64112.

JURISDICTION AND VENUE

9. This Court has jurisdiction over this adversary proceeding pursuant to Sections 157(a) and 1334(a) of Title 28 of the United States Code because it relates to the Chapter 7 case of the debtor administered in this Court under case number 18-42994-drd7. This adversary proceeding is a core proceeding pursuant to Section 157(b)(2)(A), (B), (E), (F), (H), (K) and (O) of Title 28 of the United States Code.
10. Venue of this adversary proceeding is proper in this district pursuant to Section 1409(a) of Title 28 of the United States Code.
11. This adversary proceeding is commenced pursuant to Rule 7001 of the Federal Rules of Bankruptcy Procedure.

GENERAL ALLEGATIONS

The Real Estate

12. On November 20, 2018, the debtor filed a voluntary petition under chapter 13 of the Bankruptcy Code. The debtor's schedules, filed on December 5, 2018 list five pieces of real

estate in which the debtor has an interest:

- a. 4937 Westwood Road, Kansas City, Mo. 64112
- b. 4933 Westwood Road, Kansas City, Mo. 64112
- c. 781 NW 1621 Rd. Bates City, Mo. 64011;
- d. 206 East 66th Street, Kansas City, Mo. 64113
- e. 4605 Liberty Street, Kansas City, Mo. 64112

The above listed real estate, in addition to a lot with the legal description LOT 117 IN OAKSHIRE, 3RD PLAT AS SHOWN BY THE PLAT FILED IN PLAT BOOK 11, AT PAGES 46-49, IN JOHNSON COUNTY, MISSOURI are collectively referred to herein as the Real Estate.

4937 Westwood

13. The debtor, Carol Linda Dille first acquired a sole fee simple interest in the real estate described as 4937 Westwood Road, Kansas City, Missouri via a quitclaim deed to her as a single person and from Phillip Dale Dean, dated July 16th, 1980. The legal description of this property is “Lot 33, WESTWOOD PARK, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.” This property will be referred to herein as “4937 Westwood.” This deed recites that the parties to the deed had previously been husband and wife and that the conveyance was made pursuant to a decree of divorce.
14. In a quitclaim deed, dated October 20, 2014, Carol Linda Dille, purported to convey her interest in 4937 Westwood to the Dille Family Revocable Trust.
15. The Dille Family Revocable Trust was a Missouri trust which terminated on or before March 30, 2014. It was created by Carol Dille’s mother, Catherine Dille, and had two beneficiaries,

Carol Dille and Chris Dille.

16. On or about June 20, 2017 Loren Rea executed a deed of trust purporting to convey a lien in 4937 Westwood to Gregory Thomson, as Trustee for Sasha Investments, LLC to secure the repayment of a debt owing in an original principal amount of \$101,000. This deed of trust was filed with the Jackson County, Missouri Recorder of Deeds on September 17, 2018.

4933 Westwood

17. The debtor, Carol Linda Dille first acquired title to the real estate described as 4933 Westwood Road, Kansas City, Missouri via a warranty deed conveying this property to her and from Diane T. Hand, dated August 12, 2005. The legal description of this property is “Lot 34, WESTWOOD PARK, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.” This property shall be referred to herein as “4933 Westwood.”
18. In a quitclaim deed, dated December 15, 2014, Carol Linda Dille, purported to convey her interest in 4933 Westwood to the Dille Family Revocable Trust.

- *781 NW 1621 Rd.*

- 21 The debtor Carol Linda Dille first acquired an interest in the real estate described as 781 NW 1621 Rd., Kansas City, Missouri via a warranty deed conveying this property to her, dated May 18, 2017, and from Alan J. Branhagen. The legal description of this property is “TRACT I: Lot 119 in OAKSHIRE, 3RD PLAT, as shown by the plat filed in Plat Book 11, at pages 46-49 in Johnson County, Missouri, according to the recorded

plat thereof. TRACT II: Lot 120 in OAKSHIRE, 3RD PLAT, as shown by the plat filed in Plat Book 11 at Pages 46-48; in Johnson County, Missouri according to the recorded plat thereof” This property, consisting of Tract I and Tract II shall be referred to herein as “781 NW 1621 Rd.”

22 In two quitclaim deeds, both dated July 7, 2017, Carol Linda Dille, purported to convey her interest in 781 NW 1621 Rd to the Alliance of Divine Love – Chapel 1202.

23 The Alliance of Divine Love Chapel 1202 was a Missouri non profit corporation which was formed on February 29, 2012 by Carol Dille and which was administratively dissolved on December 18, 2013.

24 The debtor Carol Linda Dille first acquired an interest in the real estate described as Lot 117 in OAKSHIRE, 3RD PLAT, as shown by the plat filed in Plat Book 11 at Pages 46-49; in Johnson County, Missouri via a warranty deed conveying this property to the Alliance of Divine Love – Chapel 1202, dated September 30, 2016, and from Donald L. Bree and Donna J. Bree, Trustees of the Bree Family Living Trust, dated February 8, 2000. This property shall be referred to herein as “Lot 117”

25 On or about June 20, 2017 Carol Dille executed a deed of trust conveying an interest in Lot 117 to Gregory Thomson, as Trustee for Sasha Investments, LLC to secure the repayment of a debt owing in an original principal amount of \$101,000. This deed of trust was filed with the Johnson County, Missouri Recorder of Deeds on September 17, 2018.

26 The debtor Carol Linda Dille first acquired an interest in the real estate described as 206 East 66th Street, Kansas City, Missouri via a warranty deed to the Green People, Ltd, dated April 2, 2013 and from Gerald Sanders. The legal description of this property is “Lot 13, and the westerly 10 feet of Lot 14, Block 23, ARMOUR HILLS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof” This property shall be referred to herein as “206 East 66th.”

27 The debtor, Carol Linda Dille, formed the defendant corporation the Green People, Ltd. on July 28, 2000. Upon information and belief, Ms. Dille is the Green People, Ltd’s. sole shareholder.

28 According to the last annual report filed by the Green People, Ltd. with the Missouri Secretary of State in March of 2017, Ms. Dille was the corporation’s only officer and only board member. This corporation was administratively dissolved on April 4, 2014 for failure to file an annual report.

29 On December 11, 2014, Carol L. Dille executed a quitclaim deed, purportedly on behalf of Green People, Ltd. quit claiming all right title and interest in the 206 East 66th Street property to the Dille Family Revocable Trust.

4605 Liberty Ave

30 The debtor, Carol Linda Dille acquired title to the real estate described as 4605 Liberty Avenue, Kansas City, Missouri a Trustee’s Deed of Distribution from the Dille Family Revocable Trust dated March 30, 2014. The legal description of this property is “Lot 44-44, WIEDENMANN PARK, a subdivision in Kansas City, Jackson County, Missouri.” This property shall be referred to herein as “4605 Liberty.”

Bankruptcy Case

31 The debtor's bankruptcy case commenced with the filing of her voluntary petition under chapter 13 of the Bankruptcy Code on November 20, 2018.

32 On October 5, 2020, the United States Trustee appointed Victor F Weber as trustee for the debtor's above-captioned bankruptcy estate.

The Debtor's Application for Her Husband's Social Security Benefits

33 The debtor, Carol Dille, married Gerald A. Sanders in 1988.

34 The couple separated in 2009. Mr. Sanders has been living overseas since their separation.

35 On September 20, 2013 without Mr. Sanders knowing, Ms. Dille completed an application for Mr. Sander's Social Security Retirement Benefits using Mr. Sander's name, social security number, and date of birth.

36 Ms. Dille listed her own contact information on the application and indicated that Mr. Sander's Social Security benefits should be deposited into a bank account held in the name of The Alliance of Divine Love Chapel 1202.

37 Mr. Sanders Social Security Benefits were deposited into the The Alliance of Divine Love Chapel 1202 beginning in November of 2013.

38 Ms. Dille collected and spent Mr. Sander's Social Security benefits for her own benefit.

39 By the acts set forth above, Ms. Dille committed fraud against both Gerald Sanders and the United States of America, both of whom have claims against her.

**COUNT ONE - AVOIDANCE OF PREFERENTIAL TRANSFERS
TO SASHA INVESTMENTS, LLC**

40 The plaintiff repeats and realleges the allegations contained above in all prior paragraphs, as though fully set forth at length.

41 On or about July 17, 2017, the debtor Carol Dille executed a promissory note payable to Sasha Investments, LLC in which she promised to pay Sasha Investments \$101,000.

42 In order to secure this obligation the debtor executed a deed of trust, dated July 17, 2017 granting Sasha Investments a lien in Lot 117 to secure the debtor's obligation to pay Sasha Investments \$101,000.

43 In order to secure this \$101,000 obligation, Loren Rea, as trustee of the Dille Family Revocable Trust executed a deed of trust, dated July 17, 2017 granting Sasha Investments liens in 4937 Westwood to secure the debtor's obligation to pay Sasha Investments \$101,000.

44 Sasha Investments filed these deeds of trust with the proper Recorders of Deeds on September 18, 2018.

45 The recording of the deeds of trust (the "DOT Transfer") was a transfer of the interests of the debtor in property.

46 The DOT Transfer was made on account of the \$101,000 principal debt owing Sasha Investments, LLC, by the debtor.

47 This debt was owing more than a year before the DOT Transfer was made.

48 The DOT Transfer was made when the debtor was insolvent.

49 The DOT Transfer was made within 90 days before the date of the filing of the debtor's petition.

50 The DOT Transfer would enable Sasha Investments to receive more than it would receive if this case were a case under chapter 7 of this title and the transfer had never been made.

WHEREFORE, the plaintiff respectfully prays that the Court enter a judgment for him and against Sasha Investments, LLC avoiding the DOT Transfer pursuant to Section 547 of the Bankruptcy Code and preserving the transferred perfected liens for the benefit of the estate and for such other and further relief as the Court deems just and equitable.

**COUNT TWO – RECOVERY OF ESTATE PROPERTY – SASHA
INVESTMENTS, LLC**

51 The plaintiff repeats and realleges the allegations contained above in all prior paragraphs, as though fully set forth at length.

52 The plaintiff is entitled to avoid the DOT Transfer described above pursuant to section 547 of the Bankruptcy Code.

53 Sasha Investments, LLC was the initial transferee of the DOT Transfer and the entity for whose benefit the DOT Transfer was made.

54 Pursuant to Section 550 of the Bankruptcy Code, the plaintiff is entitled to recover the property transferred or the value of the transfer from Sasha Investments LLC

WHEREFORE, the plaintiff requests that this Court enter a judgment avoiding the

DOT Transfer and preserving the transferred perfected liens for the benefit of the estate or entering judgment against Sasha Investments, LLC for the value of the DOT Transfer and granting such other and further relief as the Court deems just and equitable.

COUNT THREE – AVOIDANCE OF FRAUDULENT TRANSFERS

THE DILLE FAMILY TRUST

55 The plaintiff repeats and realleges the allegations contained above in all prior paragraphs, as though fully set forth at length.

56 This Count is brought under Section 428.024.1(1) of Missouri's Statutes because The Dille Family Trust Transfers (defined *infra*) were made with actual intent to defraud Carol Dille's creditors.

57 This Count is also brought under Sections 428.024.1(2) and 428.029.1 and .2. of Missouri's Statutes because The Dille Family Trust Transfers were made in exchange for less than adequate consideration. Carol Dille was insolvent when the Transfers were made and because the Dille Family Trust Transfers deepened Carol Dille's already existing insolvency.

58 In a quitclaim deed, dated October 20, 2014, Carol Linda Dille, purported to convey her interest in 4937 Westwood to the Dille Family Revocable Trust.

59 In a quitclaim deed, dated December 15, 2014, Carol Linda Dille, purported to convey her interest in 4933 Westwood to the Dille Family Revocable Trust.

60 On December 11, 2014, Carol L. Dille executed a quitclaim deed, on behalf of Green People, Ltd. quit claiming all right title and interest in 206 East 66th to the Dille Family

Revocable Trust.

- 61 These transfers via quitclaim deed of the property at 4937 Westwood, 4933 Westwood, and 206 East 66th Street, are referred to herein as “The Dille Family Trust Transfers.”
- 62 The Dille Family Trust Transfers were transfers of the interests of the debtor, Carol Dille in property.
- 63 The transferee, the Dille Family Trust was a testamentary spendthrift trust, settled by Carol Dille’s mother, Catherine Dille.
- 64 The Dille Family Trust has two beneficiaries, Carol Dille and her brother Chris Dille.
- 65 The Dille Family Trust is an insider of the debtor, Carol Dille.
- 66 The Dille Family Trust Transfers were made for no consideration.
- 67 After the Dille Family Trust transfers were made, Carol Dille retained control of 4937 Westwood, 4933 Westwood, and 206 East 66th.
- 68 The Dille Family Trust Transfers were transfers of substantially all of Carol Dille’s assets.
- 69 Carol Dille concealed the Dille Family Trust Transfers. Though was obliged to disclose them in her bankruptcy cases filed on: February 12, 2015 in the Western District of Missouri, case no. 15-40338-drd7; May 7, 2015 in the Western District of Missouri, case no. 15-41327-drd13; and February 16, 2016 in the Western District of Missouri, case no. 16-40342-drd13 – she failed to do so.
- 70 Carol Dille was insolvent when the Dille Family Trust Transfers were made or she became insolvent as a result of the Dille Family Trust Transfers
- 71 The value of Carol Dille’s interest in 4937 Westwood, 4933 Westwood, and 206 East

66th Street was several hundred thousand dollars when the Dille Family Transfers were made.

72 Carol Dille made the Dille Family Trust Transfers with the intent of hindering, delaying, and defrauding her then existing creditors including, but not limited to, her then-husband, Gerald Sanders and the United States Social Security Administration.

73 When Carol Dille made the Dille Family Trust Transfers, she intended to incur or reasonably believe she would incur debts beyond her ability to pay as they came due, including, but not limited to, her ever-increasing debts owing Gerald Sanders and the United States Social Security Administration.

WHEREFORE, the plaintiff respectfully prays that the Court enter a judgment for him and against the defendant the Dille Family Trust avoiding the Dille Family Trust Transfers and preserving the transferred real estate for the benefit of the bankruptcy estate and granting such other and further relief as the Court deems just and equitable.

COUNT FOUR – AVOIDANCE OF FRAUDULENT TRANSFERS

THE DILLE FAMILY TRUST

74 The plaintiff repeats and realleges the allegations contained above in all prior paragraphs, as though fully set forth at length.

75 This Count is brought under Section 548(e) of the Bankruptcy Code because The Dille Family Trust Transfers were transfers to a self-settled trust or similar device by the debtor with actual intent to hinder delay or defraud the debtor's creditors.

76 The Dille Family Trust Transfers were transfers of the interests of the debtor, Carol

Dille in property.

77 The transferee, the Dille Family Trust was a testamentary trust, settled by Carol Dille's mother, Catherine Dille.

78 The Dille Family Trust has two beneficiaries, Carol Dille and her brother Chris Dille.

79 The Dille Family Trust is an insider of the debtor, Carol Dille.

80 The Dille Family Trust is a similar device to a self-settled trust.

81 By transferring property to the Dille Family Trust, the debtor was a settlor of the trust.

82 As to the debtor, the Dille Family Trust is a self-settled trust.

83 The Dille Family Trust Transfers were made for no consideration.

84 After the Dille Family Trust transfers were made, Carol Dille retained control of 4937 Westwood, 4933 Westwood, and 206 East 66th.

85 The Dille Family Trust Transfers were transfers of substantially all of Carol Dille's assets.

86 Carol Dille concealed the Dille Family Trust Transfers. Though was obliged to disclose them in her bankruptcy cases filed on: February 12, 2015 in the Western District of Missouri, case no. 15-40338-drd7; May 7, 2015 in the Western District of Missouri, case no. 15-41327-drd13; and February 16, 2016 in the Western District of Missouri, case no. 16-40342-drd13 – she failed to do so.

87 Carol Dille was insolvent when the Dille Family Trust Transfers were made or became insolvent as a result of the Dille Family Trust Transfers

88 The value of Carol Dille's interest in 4937 Westwood, 4933 Westwood, and 206 East 66th Street was several hundred thousand dollars when the Dille Family Transfers were

made.

89 Carol Dille made the Dille Family Trust Transfers with the intent of hindering, delaying, and defrauding her then existing creditors including, but not limited to, her then-husband, Gerald Sanders and the United States Social Security Administration.

90 When Carol Dille made the Dille Family Trust Transfers, she intended to incur or reasonably believe she would incur debts beyond her ability to pay as they came due, including, but not limited to, her ever-increasing debts owing Gerald Sanders and the United States Social Security Administration.

WHEREFORE, the plaintiff respectfully prays that the Court enter a judgment for him and against the defendant the Dille Family Trust avoiding the Dille Family Trust Transfers and preserving the transferred real estate for the benefit of the bankruptcy estate and granting such other and further relief as the Court deems just and equitable.

**COUNT FIVE – RECOVERY OF ESTATE PROPERTY – DILLE FAMILY
TRUST**

91 The plaintiff repeats and realleges the allegations contained above in all prior paragraphs, as though fully set forth at length.

92 The plaintiff is entitled to avoid the Dille Family Trust Transfers described above pursuant to sections 548(e) and 544(b) of the Bankruptcy Code.

93 The Dille Family Trust was the initial transferee of the Dille Family Trust Transfers and the entity for whose benefit the Dille Family Trust Transfers were made.

94 Pursuant to Section 550 of the Bankruptcy Code, the plaintiff is entitled to recover

the property transferred or the value of the transfer from the Dille Family Trust.

WHEREFORE, the plaintiff respectfully prays that the Court enter a judgment for him and against the defendant the Dille Family Trust avoiding the Dille Family Trust Transfers and preserving the transferred real estate for the benefit of the bankruptcy estate and granting such other and further relief as the Court deems just and equitable.

COUNT SIX – AVOIDANCE OF FRAUDULENT TRANSFERS

THE ALLIANCE OF DIVINE LOVE - CHAPEL 1202

95 The plaintiff repeats and realleges the allegations contained above in all prior paragraphs, as though fully set forth at length.

96 This Count is brought under Section 428.024.1(1) of Missouri's Statutes because The Alliance of Divine Love Transfers (defined *infra*) were made with actual intent to defraud Carol Dille's creditors.

97 This Count is also brought under Section 548(a)(1)(B) of the Bankruptcy Code and under Sections 428.024.1(2) and 428.029.1 and .2. of Missouri's Statutes because The Alliance of Divine Love Transfers were made in exchange for less than adequate consideration. Carol Dille was insolvent when the transfers were made and because the The Alliance of Divine Love Transfers deepened Carol Dille's already existing insolvency.

98 In two quitclaim deeds, both dated July 7, 2017 Carol Dille, purported to convey her interest in 781 NW 1621 to The Alliance of Divine Love – Chapel 1202

99 From 2012 to the present, Carol Dille transferred hundreds of thousands of dollars

to the Alliance of Divine Love – Chapter 1202.

100 Carol Linda Dille’s transfer on July 17, 2017 of 781 NW 1621 to The Alliance of
Divine Love – Chapel 1202 and Carol Dille’s transfer of hundreds of thousands of
dollars to the Alliance of Divine Love – Chapel 1202 are collectively referred to herein as
“The Alliance of Divine Love Transfers.”

101 The Alliance of Divine Love Transfers were transfers of the interests of the debtor,
Carol Dille in property.

102 The transferee, Alliance of Divine Love – Chapel 1202, was a Missouri nonprofit
corporation. Carol Dille was its only member and officer.

103 The Alliance of Divine Love – Chapel 1202 is an insider of the debtor, Carol Dille.

104 The Alliance of Divine Love Transfers were made for no consideration.

105 After the Alliance of Divine Love Transfers were made, Carol Dille retained control
of 781 NW 1621 and the funds transferred by her to Alliance of Divine Love – Chapel
1202

106 The Alliance of Divine Love Transfers were transfers of substantially all of Carol
Dille’s assets.

107 Carol Dille concealed the Alliance of Divine Love Transfers. Carol Dille was obliged
to disclose the transfer of 781 NW 1621 in the above-captioned bankruptcy proceeding,
but she failed to do so. Additionally, she was obliged to disclose the transfers of funds
in the above-captioned bankruptcy case and on her other bankruptcy cases, filed on:
February 12, 2015 in the Western District of Missouri, case no. 15-40338-drd7; May 7,
2015 in the Western District of Missouri, case no. 15-41327-drd13; and February 16,
2016 in the Western District of Missouri, case no. 16-40342-drd13 – but she failed to do

so.

108 Carol Dille was insolvent when the Alliance of Divine Love Transfers were made or became insolvent as a result of the Alliance of Divine Love Transfers.

109 The value of 781 NW 1621 and the funds transferred to the Alliance of Divine Love – Chapel 1202, were several hundred thousand dollars when the Alliance of Divine Love Transfers were made.

110 Carol Dille made the Alliance of Divine Love Transfers with the intent of hindering, delaying, and defrauding her then existing creditors including, but not limited to, her then-husband, Gerald Sanders and the United States Social Security Administration.

111 When Carol Dille made the Alliance of Divine Love Transfers, she intended to incur or reasonably believe she would incur debts beyond her ability to pay as they came due, including, but not limited to, her ever-increasing debts owing Gerald Sanders and the United States Social Security Administration.

WHEREFORE, the plaintiff respectfully prays that the Court enter a judgment for him and against the defendant the Alliance of Divine Love – Chapel 1202 avoiding the Alliance of Divine Love Transfers: preserving the transferred real estate for the benefit of the bankruptcy estate; entering judgment against the Alliance of Divine Love – Chapel 1202 for the value of the Alliance of Divine Love Transfers and granting such other and further relief as the Court deems just and equitable.

COUNT SEVEN – AVOIDANCE OF FRAUDULENT TRANSFERS

ALLIANCE OF DIVINE LOVE – CHAPEL 1202

112 The plaintiff repeats and realleges the allegations contained above in all prior paragraphs, as though fully set forth at length.

113 This Count is brought under Section 548(e) of the Bankruptcy Code because The Alliance of Divine Love Transfers were transfers device similar to a self-settled trust by the debtor with actual intent to hinder delay or defraud the debtor's creditors.

114 The Alliance of Divine Love Transfers were transfers of the interests of the debtor, Carol Dille in property.

115 The transferee, the Alliance of Divine Love – Chapel 1202 was a Missouri nonprofit corporation, whose only member and officer was Carol Dille, who conducted the corporation's affairs for her own benefit.

116 As a nonprofit corporation with one member Alliance of Divine Love – Chapel 1202 is a similar device to a self-settled trust.

117 The Alliance of Divine Love Transfers were made for no consideration.

118 After the Alliance of Divine Love Transfers were made, Carol Dille retained control of 781 NW 1621 and the funds transferred by her to Alliance of Divine Love – Chapel 1202

119 The Alliance of Divine Love Transfers were transfers of substantially all of Carol Dille's assets.

120 Carol Dille concealed the Alliance of Divine Love Transfers. Carol Dille was obliged to disclose the transfer of 781 NW 1621 in the above-captioned bankruptcy proceeding, but she failed to do so. Additionally, she was obliged to disclose the transfers of funds in the above-captioned bankruptcy case and on her other bankruptcy cases, filed on:

February 12, 2015 in the Western District of Missouri, case no. 15-40338-drd7; May 7, 2015 in the Western District of Missouri, case no. 15-41327-drd13; and February 16, 2016 in the Western District of Missouri, case no. 16-40342-drd13 – but she failed to do so.

121 Carol Dille was insolvent when the Alliance of Divine Love Transfers were made or became insolvent as a result of the Alliance of Divine Love Transfers.

122 The value of 781 NW 1621 and the funds transferred to the Alliance of Divine Love – Chapel 1202, were several hundred thousand dollars when the Alliance of Divine Love Transfers. were made.

123 Carol Dille made the Alliance of Divine Love Transfers with the intent of hindering, delaying, and defrauding her then existing creditors including, but not limited to, her then-husband, Gerald Sanders and the United States Social Security Administration.

124 When Carol Dille made the Alliance of Divine Love Transfers, she intended to incur or reasonably believe she would incur debts beyond her ability to pay as they came due, including, but not limited to, her ever-increasing debts owing Gerald Sanders and the United States Social Security Administration.

WHEREFORE, the plaintiff respectfully prays that the Court enter a judgment for him and against the defendant the Alliance of Divine Love – Chapel 1202 avoiding the Alliance of Divine Love Transfers: preserving the transferred real estate for the benefit of the bankruptcy estate; entering judgment against the Alliance of Divine Love – Chapel 1202 for the value of the Alliance of Divine Love Transfers and granting such other and further relief as the Court deems just and equitable.

**COUNT EIGHT – RECOVERY OF ESTATE PROPERTY – ALLIANCE OF
DIVINE LOVE**

125 The plaintiff repeats and realleges the allegations contained above in all prior paragraphs, as though fully set forth at length.

126 The plaintiff is entitled to avoid the Alliance of Divine Love Transfers described above pursuant to sections 548(e) and 544(b) of the Bankruptcy Code.

127 The Alliance of Divine Love – Chapel 1202 was the initial transferee of the Alliance of Divine Love Transfers and the entity for whose benefit the Alliance of Divine Love Transfers were made.

128 Pursuant to Section 550 of the Bankruptcy Code, the plaintiff is entitled to recover the property transferred or the value of the transfer from the Alliance of Divine Love

129 Upon information and belief, the only property of value held by the Alliance of Divine Love - Chapel 1202 are 781 NW 1621 Rd. which was transferred as part of the Alliance of Divine Love Transfers and the adjacent lot, Lot 117, which was purchased with the funds transferred as part of the Alliance of Divine Love Transfers.

130 The value of lot 117 is less than the sum of cash transferred as part of the Alliance of Divine Love Transfers

WHEREFORE, the plaintiff respectfully prays that the Court enter a judgment for him and against the defendant the Dille Family Trust avoiding the Alliance of Divine Love Transfers and preserving the transferred real estate at 731 NW 1621 for the benefit of the bankruptcy estate;

ordering that Lot 117 be recovered by the plaintiff in partial satisfaction of the Alliance of Divine Love Transfers and granting such other and further relief as the Court deems just and equitable.

**ALTER EGO / REVERSE VEIL PIERCING – DILLE FAMILY TRUST –
GREEN PEOPLE, LTD – AND THE ALLIANCE OF DIVINE LOVE –
CHAPEL 1202**

131 The plaintiff repeats and realleges the allegations contained above in all prior paragraphs, as though fully set forth at length.

132 Carol Dille exercised complete dominion and control over all the affairs of Green People, Ltd. and The Alliance of Divine Love – Chapel 1202, from their inception to the present.

133 Carol Dille’s control over Green People, Ltd. and The Alliance of Divine Love – Chapel 1202 was so complete that these entities have never had a separate mind, will, or existence of their own.

134 Carol Dille has exercised complete dominion and control over the Dille Family Trust’s receipt of, ownership of, and management of 4937 Westwood, 4933 Westwood, and 260 East 66th.

135 Carol Dille’s control over the Dille Family Trust’s receipt of, ownership of, and management of 4937 Westwood, 4933 Westwood, and 260 East 66th was so complete that these this trust never had a separate mind, will, or existence relaing to the Dille Family Trust’s receipt of, ownership of, and management of 4937 Westwood, 4933 Westwood, and 260 East 66th

136 Carol Dille used her domination and control of the Green People, Ltd., The Alliance of Divine Love – Chapel 1202, and the Dille Family Trust to hinder delay and defraud her creditors and to prevent them from collecting debts against her. Additionally, Carol Dille used her domination and control of these entities to prevent the administration of the real estate at 4937 Westwood, 4933 Westwood, 260 East 66th, 781 NW 1621, and Lot 117 in the current above-captioned bankruptcy case, as well as her previous bankruptcy cases.

137 Carol Dille's use of her dominion and control of Green People, Ltd., The Alliance of Divine Love – Chapel 1202, and the Dille Family Trust has been dishonest, in violation of her duties as a debtor in her various bankruptcy cases, and has unjustly been in contravention of her creditors' rights to be paid for their claims.

138 Carol Dille's use of her domination and control of the Green People, Ltd., The Alliance of Divine Love – Chapel 1202, and the Dille Family Trust has injured Ms. Dille's creditors by preventing the payment of their claims by preventing them from seeking payment of their claims from the debtor's interest in 4937 Westwood, 4933 Westwood, 260 East 66th, 781 NW 1621, and Lot 117

139 The titling of 4937 Westwood, 4933 Westwood, 260 East 66th, 781 NW 1621, and Lot 117 in the names of Green People, Ltd., The Alliance of Divine Love – Chapel 1202, and the Dille Family Trust was a sham. At all times, Carol Dille, maintained and enjoyed complete control and domination of all of these properties.

140 At all times Carol Dille exercised all rights of ownership in these properties.

141 It would be equitable and would cure Carol Dille's inequitable and unjust conduct for this Court to enter a judgment finding that Carol Dille is the fee simple owner of

4937 Westwood, 4933 Westwood, 260 East 66th, 781 NW 1621, and Lot 117.

WHEREFORE, the plaintiff respectfully prays that the Court enter a judgment for finding that:

(i) Carol Dille is the alter ego of Green People, Ltd., The Alliance of Divine Love – Chapel 1202, and the Dille Family Trust on all matters relating to 4937 Westwood, 4933 Westwood, 260 East 66th, 781 NW 1621, and Lot 117; (ii) that Carol Dille is the fee simple owner of 4937 Westwood, 4933 Westwood, 260 East 66th, 781 NW 1621, and Lot 117 and granting such other and further relief as the Court deems just and equitable.

QUIET TITLE – ALL DEFENDANTS

142 The plaintiff repeats and realleges the allegations contained above in all prior paragraphs, as though fully set forth at length.

143 In this Count, the plaintiff requests that this Court determine who holds title or ownership interests in the Real Estate and to define by its judgment who the owners of the Real estate are.

144 This Count is brought pursuant to Section 105 of the Bankruptcy Code and section 527.150 of Missouri's Statutes.

145 All the defendants herein may claim some right title to or ownership interest in the Real Estate.

146 The plaintiff, as trustee, has the rights and powers of, or may avoid any transfer of property of the debtor that is voidable by a bona fide purchaser of real property, other than fixtures, from the debtor, against whom applicable law permits such transfer to be perfected, that obtains the status of a bona fide purchaser and has perfected such

transfer at the time of the commencement of the case.

147 The plaintiff, as trustee, has the rights and powers of, or may avoid any transfer of property of the debtor that is voidable creditor that extends credit to the debtor at the time of the commencement of the case, and that obtains, at such time and with respect to such credit, a judicial lien on all property on which a creditor on a simple contract could have obtained such a judicial lien.

148 Defendant, Alliance of Divine Love - Chapel 1202 was a Missouri non-profit corporation which was formed on February 29, 2012 by Carol L. Dille and which was administratively dissolved on December 18, 2013.

149 Following Alliance of Divine Love - Chapel 1202's dissolution, it was prohibited from carrying on any activities other than the winding up of its affairs.

150 In July 2017, Carol Dille purported to convey 781 NW 1621 St. to Defendant, Alliance of Divine Love - Chapel 1202 via quitclaim deed.

151 This attempt at a conveyance was void because it was not done for the purpose of winding up the affairs of Alliance of Divine Love - Chapel 1202 and a fee simple interest in 781 NW 1621 continued to reside in Carol Dille after July of 2017.

152 Defendant, The Dille Family Revocable Trust is a spendthrift trust created for the benefit of the settlor – Catherine Dille, Carol Dille, and Carol Dille's brother, Chris Dille.

153 The Dille Family Revocable Trust instrument provides that the only property in the trust was 4605 Liberty.

154 No provision of the Dille Family Revocable Trust instrument permits the acquisition of any additional property.

155 The Dille Family Revocable Trust instrument provides that all property of the trust was to be distributed upon the death of Catherine Dille.

156 The Dille Family Revocable Trust instrument contains a spendthrift provision.

157 Catherine Dille passed away in 2011.

158 On March 30, 2014, the Dille Family Revocable Trust conveyed 4605 Liberty, all of its property, to Carol Dille and Chris Dille jointly.

159 At the time of the May 30, 2014 distribution of 4605 Liberty, the Dille Family Revocable Trust ceased to exist as a matter of law.

160 In a quitclaim deed, dated October 20, 2014, Carol Linda Dille, purported to convey her interest in 4937 Westwood to the Dille Family Revocable Trust. This attempt at a transfer was void because the Dille Family Revocable Trust no longer existed.

161 In a quitclaim deed, dated December 15, 2014, Carol Linda Dille, purported to convey her interest in 4933 Westwood to the Dille Family Revocable Trust. This attempt at transfer was void because the Dille Family Revocable Trust no longer existed.

162 On December 11, 2014, Carol L. Dille executed a quitclaim deed, purportedly on behalf of the Green People, Ltd. quit claiming all right title and interest in 206 East 66th to the Dille Family Revocable Trust. This attempt at a transfer was void because the Dille Family Revocable Trust no longer existed.

163 On September 30, 2016, Alliance of Divine Love – Chapel 1202, was deeded Lot 117 via warranty deed. Lot 117 was purchased with Carol Dille's funds which had been transferred to Alliance of Divine Love – Chapel 1202.

164 On September 30, 2016, Alliance of Divine Love - Chapel 1202 had been administratively dissolved for years and it was prohibited from carrying on any activities

other than the winding up of its affairs.

165 The conveyance of Lot 117 was actually a straw-man transaction. The property was conveyed to Carol Dille, who at the time was using the name Alliance of Divine Love - Chapel 1202 functionally as an alias, since that entity no longer existed.

166 When the above captioned bankruptcy case commenced on November 20, 2018, Carol Dille had legal and equitable title to Lot 117; 781 NW 1621st; 4937 Westwood; and 4933 Westwood. Additionally, Carol Dille had a joint ownership interest with Chris Dille in 4605 Liberty.

167 Additionally, on the day the above-captioned case commenced, legal title to 206 East 66th was in the name of the Green People, Ltd.

168 When the above-captioned case commenced, the debtor, Carol Dille, was the only officer or upon information and belief, the only shareholder of the Green People, Ltd.

169 Upon the commencement of the debtor's bankruptcy case, title to Lot 117; 781 NW 1621st; 4937 Westwood; and 4933 Westwood became property of the above-captioned bankruptcy estate.

170 Upon the commencement of the debtor's bankruptcy case all the debtor's right title in interest in the Green People, Ltd. along with the debtor's power to act for or on behalf of the Green People, Ltd. became property of the estate.

WHEREFORE the plaintiff respectfully requests that this Court enter its judgment finding that (i) the plaintiff, as trustee of the above captioned bankruptcy estate is the fee simple owner of Lot 117; 781 NW 1621st; 4937 Westwood;; and 4933 Westwood, as well as the owner of a 1/2 interest in 4605 Liberty; (ii) the Green People, Ltd. is the titled fee

simple owner of 206 East 66; (iii) the plaintiff, as trustee of the above captioned bankruptcy estate is the holder of all shares of the Green People, Ltd. and is also the holder of the debtor's power as an officer of the Green People, Ltd. to act on behalf of the Green People, Ltd; (iv) approving and finding that the plaintiff has exercised the right to act on behalf of the Green People, Ltd. to convey all rights and title to 206 East 66th to the plaintiff as trustee of the above-captioned bankruptcy estate; and (v) granting such other and further relief as the Court deems just and equitable.

**DETERMINE EXTENT VALIDITY AND PRIORITY OF LIENS – GENTRY
ROOFING AND SASHA INVESTMENTS, LLC.**

171 The plaintiff repeats and realleges the allegations contained above in all prior paragraphs, as though fully set forth at length.

172 On or about December 31, 2012, the Circuit Court of Jackson County, Missouri issued a levy against 206 East 66th in Jackson County, Missouri case number 1216-CV02001, *Gentry Roofing, LLC v. Carol Dille, et al.* for the benefit of the plaintiff and judgment creditor, Gentry Roofing, LLC

173 Notice of this levy was issued by the Circuit Court of Jackson County, Missouri on January 2, 2013, indicating that the levy had a return date of April 1, 2013.

174 Subsequent to the issuance of notice of the levy, the plaintiff, Gentry Roofing filed a satisfaction of judgment in case number 1216-CV02001.

175 Accordingly, Gentry Roofing, LLC has no lien, right, title or interest in 206 East 66th.

176 On or about July 17, 2017, the debtor Carol Dille executed a promissory note payable to Sasha Investments, LLC in which she promised to pay Sasha Investments

\$101,000.

177 In order to secure this obligation, Loren Rea, as trustee of the Dille Family Revocable Trust executed a deed of trust, dated July 17, 2017 granting Sasha Investments a lien in 4937 Westwood to secure the debtor's obligation to pay Sasha Investments \$101,000.

178 Defendant, The Dille Family Revocable Trust is a spendthrift trust for the benefit of the settlor – Catherine Dille, Carol Dille, and Carol Dille's brother, Chris Dille.

179 The Dille Family Revocable Trust instrument further provides that the only property in the trust was 4605 Liberty.

180 No provision of the Dille Family Revocable Trust instrument permits the acquisition of any additional property.

181 The Dille Family Revocable Trust instrument further provides that all property of the trust was to be distributed upon the death of Catherine Dille.

182 The Dille Family Revocable Trust instrument contains a spendthrift provision.

183 Catherine Dille passed away in 2011.

184 On March 30, 2014, the Dille Family Revocable Trust conveyed 4605 Liberty, all of its property, jointly to Carol Dille and Chris Dille.

185 At the time of the May 30, 2014 distribution of 4605 Liberty, the Dille Family Revocable Trust ceased to exist as a matter of law.

186 In a quitclaim deed, dated October 20, 2014, Carol Linda Dille, purported to convey her interest in 4937 Westwood to the Dille Family Revocable Trust. This attempt at a transfer was void because the Dille Family Revocable Trust no longer existed.

187 The Dille Family Revocable Trust does not now and has not ever had an ownership

interest in 4937 Westwood.

188 No interest in real estate in the state of Missouri, including a lien or deed of trust, may be conveyed without the conveyance being in writing and signed by an owner of the real estate.

189 The deed of trust in favor of Sasha Investments, LLC on 4937 Westwood is executed only by Loren Rea, who has no ownership interest in 4937 Westwood and never has had any.

190 Consequently, Sasha Investments, LLC has no interest in 4937 Westwood.

WHEREFORE, the plaintiff respectfully prays that the Court enter a judgment for him and against the Gentry Roofing, LLC and Sasha Investments, LLC finding (i) Gentry Roofing, LLC has no lien or interest in 206 East 66th; (ii) Sasha Investments, LLC has no lien or interest in 206 East 66th; and (iii) granting such other and further relief as the Court deems just and equitable.

Respectfully submitted,

MERRICK, BAKER & STRAUSS, P.C.

By: /s/ Victor F Weber

BRUCE E. STRAUSS

MO#26323

VICTOR F. WEBER

MO#57361

1044 Main Street

Suite 500

Kansas City, MO 64105

Telephone: (816) 221-8855

Facsimile: (816) 221-7886